

Baidu User Agreement

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## Special Note:

Before you use the services provided by Baidu, please read carefully and fully understand the content of the terms of this agreement, especially the parts marked in bold, including but not limited to the terms of exemption or limitation of liability. If you do not agree to this service agreement and/or modify it at any time, you can voluntarily stop using the services provided by Baidu; once you use the services provided by Baidu, you are deemed to have understood and fully agreed to the various items in this service agreement. The content, including any changes made by Baidu to the service agreement at any time, and become our user.

## 1. General

1. The user can use the individual services of Baidu's various channels and products. When the user uses each of Baidu's individual services, the user's behavior shall be regarded as the terms of service for that individual service and the various announcements issued by Baidu in the individual service. agree.
2. The Baidu User Agreement and the individual service terms and announcements of each channel and product can be updated by Baidu at any time without prior notice. When you use related services, you should pay attention to and abide by the relevant terms applicable to them.

## 2. Account registration and use

You need to register a Baidu account when you use some Baidu products or services. When you register and use a Baidu account, you should comply with the following requirements:

1. After the user is successfully registered, Baidu will give each user a user account, and the user can independently set the account password. The user account and password shall be kept by the user; the user shall be legally responsible for all activities and events conducted with his user account.
2. After you fill in the information as prompted on the registration page, read and agree to this agreement, and complete all registration procedures, except for specific products on the Baidu platform that have separate registration requirements for the account, you can obtain the Baidu platform (baidu.com website and client ) Account and become a Baidu user, you can use Baidu platform products and services through Baidu account.
3. In order to facilitate you to enjoy consistent services in Baidu products, if you have logged in to your Baidu account in a Baidu product, your login status may be synchronized when you use other Baidu products for the first time. This link will not collect and use your personal information. If you want to log out of your account, you can log out on the product settings page.
4. The ownership of the Baidu account (ie Baidu user ID) belongs to Baidu. The user fills in the information as guided by the registration page, reads and agrees to this agreement and completes all the registration procedures, and then obtains a Baidu account and becomes a user. Users should provide timely, detailed and accurate personal information, and constantly update the registration information to meet the timely, detailed and accurate requirements. All the original information entered will be cited as registration information. Baidu is not responsible for any related problems caused by untrue registration information or untimely update. You can query and correct your information through the Baidu account setting page. The address of the Baidu account setting page is: <https://passport.baidu.com/center>. Users should pass real identity information authentication to register an account, and the account name, avatar, and avatar submitted by the user Illegal and bad information must not appear in the registration information such as the introduction. After Baidu's review, if the above circumstances exist, Baidu will not register; at the same time, after registration, if it is found that the user has fraudulently obtained the account name registration with false information, or its account picture If there are illegal or undesirable information in the registration information such as the introduction, Baidu has the right to take measures such as correction, suspension of use, cancellation of registration, and withdrawal without notice.
5. Based on the requirements of national laws and regulations or Baidu service policies, you need to fill in your real name, ID number and other information when using certain Baidu services. If the information you fill in is incomplete or incorrect, you may not be able to use the corresponding service or may be restricted during use.
6. When you use the face-swiping login and verification functions, we will collect and save your face photos and information. You should follow the prompts on the page to complete the corresponding actions. After the Baidu system determines that your actions meet the requirements, you can complete the face shooting. You agree to limit the use of face-swiping login and verification services to your Baidu account held by you. In order to improve the accuracy of verification, you agree that Baidu may compare your facial photos and facial features provided by you to Baidu with your facial features saved by agencies permitted by laws and regulations or agencies authorized by government agencies when necessary Verification.
7. Baidu account includes account name and password. You can use the account name (including user name, mobile phone number, email address) and password to log in; during the account use process, in order to protect your account security based on different terminals and your Using habits, we may take different verification measures to identify your identity. For example, when

your account is logged in for the first time on a new device, we may identify your identity through a password plus a verification code. The verification methods include, but are not limited to, SMS verification code and service usage information verification.

8. Users should not transfer, sell, or lend their account numbers and passwords to others for use. The right to use the account belongs only to the person who initially applies for registrant, and the user is solely responsible for all actions in the account. In case of account disputes caused by account transfer, sale, or lending, or Baidu's inability to determine account ownership, Baidu has the right to refuse to provide account retrieval, and take measures such as freezing and banning accounts as appropriate.

9. The account cannot be used due to your personal reasons. If you need to retrieve your Baidu account, please provide the corresponding information in accordance with the Baidu account retrieval requirements, and ensure that the information provided is legal, true and valid. If the information provided does not meet the requirements or the account number The only credential is no longer valid and cannot pass Baidu's security verification. Due to security risks such as account theft, it is impossible to determine the account ownership. Baidu has the right to refuse to provide account retrieval services, and take measures such as freezing and banning accounts as appropriate. If you stop using the mobile phone number bound to your Baidu account due to your personal reasons, please change the mobile phone bound to your Baidu account as soon as possible. Otherwise, if the operator secondly assigns the number, the user who assigns the second number can use your original mobile number After verifying and logging in, you can view all your account information and product usage information. Your Baidu account will not be able to continue to be used. There is also a risk of leakage of personal information in your account. Please be sure to replace the bound mobile phone in time. You are responsible for the loss of your account or the disclosure of personal information caused by your mobile phone number. Baidu has the right to refuse to provide account retrieval services, and take measures such as freezing and banning accounts as appropriate.

10. When you need to terminate the use of Baidu account services, you can apply to cancel your Baidu account if the following conditions are met.

- (1) You can only apply for cancellation of your own account, and follow Baidu's process to cancel;
- (2) You should still be responsible for your actions before canceling your account and while using Baidu's services, and Baidu can still Save your relevant information before cancellation;
- (3) After the cancellation is successful, account information, personal ID information, transaction records, membership rights, etc. cannot be restored or provided;

11. To prevent resource occupation, if you have not used it for six consecutive months Your Baidu account or you have not logged in to your Baidu account through any other method approved by Baidu Company, Baidu Company has the right to cancel the account, and you will no longer be able to log in to this website or use related services through the account login name. If the account has associated financial products, pending transactions or balances, Baidu will assist you within a reasonable range. Please follow the instructions of Baidu.

12. We will follow Baidu's privacy protection statement ( <http://privacy.baidu.com/mdetail?id=288>) Use the information that you submit and keep in registering a Baidu account and using Baidu services. You warrant that before you use all Baidu's products and services, you have fully understood and agreed that Baidu can process user information accordingly.

13. In order to meet the requirements of relevant laws and regulations and protect the security of your account, especially when you perform sensitive operations such as account unbinding and cancellation, we will send the personally identifiable information you submitted to banks, operators and other institutions for verification Make an inquiry to verify the authenticity of your identity.

14. When the user uses the one-key login function, the operator will transmit the user's local mobile phone number to Baidu for Baidu to determine whether your mobile phone number has been registered with a Baidu account. If your mobile phone number has been registered for a Baidu account and passed the security verification, you will not need to fill in the mobile phone number, verification code, account name, password, etc., and you can directly complete the account login. If you do not meet the one-click login requirements, or choose another login method, you can use other login methods to log in to your account.

### Three, use rules

1. When using Baidu's services, users must abide by the "Network Security Law" and other relevant laws and regulations of the People's Republic of China. Users should agree that they will not use this service to conduct any illegal or improper activities, including but not limited to The following actions:

- (1) Upload, display, post, disseminate or otherwise transmit information containing one of the following contents:
  - 1) Opposing the basic principles established by the Constitution;
  - 2) Endangering national security, leaking state secrets, and subverting state power , Undermine national unity;
  - 3) damage the national honor and interests;
  - 4) incitement to ethnic hatred, ethnic discrimination, undermine national unity;
  - 5) undermine national religious policies, promote cults and feudal superstition;
  - 6) spread rumors, disrupt society Order and disrupt social stability;
  - 7) Spread obscenity, pornography, gambling, violence, murder, terror, or instigate crime;
  - 8) Insult or slander others, infringe on the legal rights of others;
  - 9) Contain false, harmful, intimidate, or infringe on others Privacy, harassment, infringement, slander, vulgar, obscene, or other morally objectionable content;
  - 10) Contains other content restricted or prohibited by Chinese laws, regulations, rules, regulations and any legally effective

norms;

( 2) Do not use the network service system for any illegal purpose;

(3) Do not use Baidu's services to engage in the following activities:

- 1) Entering the computer information network or using computer information network resources without permission ;
- 2) Deleting, modifying or adding computer information network functions without permission ;
- 3) Entering the computer information network for storage and processing without permission Or the transmitted data and application programs are deleted, modified or added;
- 4) Deliberately making and spreading computer viruses and other destructive programs;
- 5) Other acts that endanger the security of computer information and network.

2. If the user violates the provisions of this agreement or the relevant terms of service, any claims, demands or losses claimed by any third party, including reasonable attorney fees, caused or generated by the user, you agree to indemnify Baidu, cooperative companies, and affiliated companies, and use It is protected from damage. In this regard, Baidu has the right, depending on the nature of the user's behavior, to take measures including but not limited to deleting the user's published information, suspending the use of the license, terminating the service, restricting the use, recycling the Baidu account, and seeking legal responsibility. For malicious registration of a Baidu account or the use of a Baidu account to conduct illegal activities, disrupt, harass, deceive, other users, and other violations of this agreement, Baidu has the right to reclaim its account. At the same time, Baidu will assist in the investigation as required by the judicial department.

3. The user shall not copy, copy, sell, resell or use any part of the service or the use or acquisition of the service for any other commercial purposes.

4. Users shall bear legal responsibility for their actions in the process of using Baidu's services. The user's legal liability includes, but is not limited to: compensation for the infringed, and after Baidu Company first assumes the responsibility for administrative penalties or infringement damages caused by the user's behavior, the user shall give Baidu Company an equal amount of compensation.

5. When using Baidu's services, users comply with the following Internet bottom lines:

- 1) The bottom line of laws and regulations
- 2) The bottom line of the socialist system
- 3) The bottom line of national interests
- 4) The bottom line of citizens' legitimate rights and interests
- 5) The bottom line of social public order
- 6) The bottom line of morality and style
- 7) The bottom line of information authenticity

#### Four, service content

1. The specific content of Baidu's network service is provided by Baidu based on actual conditions.

2. Unless otherwise expressly stipulated in this service agreement, new products, new functions, and new services launched by Baidu are all subject to this service agreement.

3. In order to use this service, you must be able to access the Internet through a third party who is legally qualified to provide you with Internet access services, and you must pay for the relevant services yourself. In addition, you must prepare and be responsible for all necessary equipment for connecting to the international network, including computers, modems or other access devices.

4. In view of the particularity of network services, users agree that Baidu has the right to change, interrupt or terminate some or all of the network services (including paid network services) at any time without prior notice. Baidu does not guarantee that network services will not be interrupted, nor does it guarantee the timeliness, safety, and accuracy of network services.

5. Disclaimer: Baidu Company does not have to bear any responsibility for the interruption of network services within a reasonable time due to the following circumstances;

- (1) Baidu Company needs to regularly or irregularly conduct network service platform or related equipment maintenance Or for maintenance, Baidu Company reserves the right to suspend any part of this service for maintenance, upgrade or other purposes without prior notice.
- (2) Due to force majeure reasons such as typhoons, earthquakes, floods, lightning or terrorist attacks;
- (3) The user's computer software and hardware, communication lines, and power supply lines are malfunctioning;
- (4) Due to viruses, Trojan horses, malicious program attacks, and network congestion , System instability, system or equipment failure, communication failure, power failure, bank reasons, third-party service defects, or government actions.

Despite the agreement in the preceding paragraph, Baidu will take reasonable actions to actively promote the return of services to normal.

6. This service or a third party may provide links to other websites or resources on the Internet. Since Baidu has no control over these websites and resources, you understand and agree that Baidu is not responsible for whether such websites or resources are available for use, and any content, advertisements, products or other materials that exist or originate from such websites or resources , Baidu Company also does not guarantee or be responsible. Baidu does not assume any responsibility for any damage or loss arising from the use or reliance on any content, goods or services published by or obtained through such websites or resources.

7. The user expressly agrees that the risks in using Baidu's network services will be entirely borne by him. The user understands and accepts that any information downloaded or obtained through Baidu's services is up to the user, and he shall bear the system damage, data loss and any other risks. Baidu does not guarantee any product shopping services, transaction progress, and recruitment information obtained on the service network.

8. Notice to users: Among the various mining push services provided by Baidu, links to websites or resources that users have visited are automatically launched based on machine algorithms. Baidu does not control the validity, safety, and legality of the content. Make any guarantee.

9. Baidu Company has the right to temporarily or permanently modify or terminate this service (or any part of it) at any time, regardless of whether it is notified or not, Baidu Company shall not be liable to users and any third parties.

10. Termination of service You agree that Baidu Company may terminate you based on its own consideration for any reason, including but not limited to long-term (more than one year) non-use, or Baidu Company believes that you have violated the text and spirit of this service agreement The password, account or use of this service (or any part of the service), and remove and delete any content you have in this service. You agree that the service provided in accordance with any provisions of this service agreement can be interrupted or terminated without prior notice. You acknowledge and agree that Baidu can immediately close or delete your account and all related information and files in your account, and/ Or it is forbidden to continue using the aforementioned files or this service. In addition, you agree that if the use of this service is interrupted or terminated or your account and related information and files are closed or deleted, Baidu will not be liable to you or any third party.

5. Intellectual property rights and other legal rights and interests (including but not limited to reputation rights and goodwill rights)

#### 1. User rights protection

If you believe that the use of another person's Baidu account (including the avatar, user name, nickname, and profile of the Baidu account) infringes your legal rights, please provide information to Baidu Company according to the following instructions:

Please note: If you are notified of rights If the statement of is not true, the submitter of the right to notify will bear all the legal liabilities (including but not limited to compensation for various expenses and attorney fees) caused thereby. If the above-mentioned individual or unit is not sure whether the information available on the Internet infringes their intellectual property rights and other legal rights, Baidu recommends that the individual or unit first consult a professional.

In order for Baidu to effectively process the above-mentioned individual or unit's rights notice, please use the following format (including the serial number of each clause):

- 1) Proof of ownership of the legal rights and interests of the right holder in the allegedly infringing content;
- 2) Please fully and clearly describe the In case of violation of legal rights and interests, please provide the suspected infringing third-party account information (including username, nickname, avatar, profile) and URL (if any).
- 3) Please indicate which content of the allegedly infringing account violated the rights listed in item 2.
- 4) Please provide the specific contact information of the right holder, including name, ID or passport copy (for natural persons), unit registration certificate (for units), mailing address, telephone number, fax and email.
- 5) Please add the following statement about the authenticity of the notice content in the notice of rights: "I guarantee that the information in this notice is sufficient, true and accurate. If the content of this notice of rights is not completely true, I will bear the responsibility All legal responsibilities."
- 6) Please sign the document. If you are a legally established institution or organization, please affix your official seal.

Please send the original scanned copy of the above information to:

PC: [Account Settings]-[Feedback] or [Online Customer Service]

APP: [My]-[Settings]-[Account Management]-[My Customer Service] Or 【Feedback】

[Special Note: The above portal only accepts infringement complaints about Baidu accounts (that is, only account avatars, nicknames, user names, and profiles). If you have a complaint about Baidu's non-account products, please follow the Baidu Rights Statement ( <https://www.baidu.com/duty/right.html> ) or the complaint path for specific product announcements.

If you have a copyright infringement complaint against Baidu products, please go to the Baidu copyright platform ( <http://copyright.baidu.com/> ) to file a complaint. 】

2. For any content uploaded to the publicly available area on Baidu's website through Baidu's services (including but not limited to Tieba, Zhizhi, Baidu Cloud, etc.), the user agrees that Baidu has a free and permanent Sexual, irrevocable, non-exclusive and fully sublicensed rights and licenses to use, copy, modify, adapt, publish, translate, create derivative works, transmit, perform and display such content (in whole or in part) ), and/or incorporate such content into any other form of work, media or technology currently known or later developed.

3. Baidu Company owns the copyright of all materials on this website. Any authorized browsing, copying, printing and dissemination of materials belonging to this website must meet the following conditions:

all materials and images are for the purpose of obtaining information;

all materials and images must not be used for commercial purposes;

all The materials, images and any part thereof must include this copyright notice;

all products, technologies and all programs on this website (www.baidu.com) belong to Baidu's intellectual property rights and are not authorized here. "Baidu", "Baidu" and related graphics are registered trademarks of Baidu.

Without the permission of Baidu, no one may use it without permission (including but not limited to: copying, disseminating, displaying, mirroring, uploading, downloading in an illegal manner). Otherwise, Baidu will pursue legal liabilities according to law.

#### 6. Special tips for young users

Young users must abide by the National Youth Internet Civilization Convention:

they must be good at online learning and do not browse bad information; they must communicate honestly and friendly, and do not insult or deceive others; they must increase their self-care awareness and do not date netizens at will; they must maintain network security and do not disrupt network order ; To be good for physical and mental health and not to indulge in virtual time and space.

Seven, other

1. The laws of the People's Republic of China shall apply to the conclusion, execution and interpretation of this agreement and the settlement of disputes.
2. If there is any dispute between the two parties regarding the content of this agreement or its implementation, the two parties shall try their best to resolve it through friendly negotiation; if the negotiation fails, either party may bring a lawsuit to the People's Court of Haidian District, Beijing where Baidu is located .
3. Baidu's failure to exercise or implement any rights or provisions of this service agreement does not constitute a waiver of the foregoing rights or rights.
4. If any clause in this agreement is completely or partially invalid or not enforceable for any reason, the remaining clauses in this agreement shall still be valid and binding.
5. You are welcome to use the special channel or platform services of Baidu Company (hereinafter referred to as "single service"), and on the basis of this agreement, at the same time abide by the specific agreement of the individual service agreement. Including but not limited to:
  - (1) Users are welcome to use Baidu Nuomi for legal online transactions, please abide by the "[Baidu Nuomi User Agreement](#)"
  - (2) Users are welcome to use Baidu Netdisk service, please abide by the "[Baidu Netdisk Service Agreement](#)"
  - (3 ) Users are welcome to use the Baidu Map service, please abide by the "[Baidu Map User Terms of Service](#)" and the "[Baidu Map Privacy Policy](#)".
  - (4) Users are welcome to use the Lemon Aimei service. Please abide by the "[Lemon Aimei User Agreement](#)".

Please notify Baidu when you find any violation of this service agreement. You can contact Baidu through the following contact methods:

PC: [Account Settings]-[Feedback] or [Online Customer Service]

APP: [My]-[Settings]-[Account Management]-[My Customer Service] or 【Feedback】

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